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BANGALORE ELECRICITY SUPPLY COMPANY LIMITED

VOLUME-I

SECTION-III

GENERAL TERMS AND CONDITIONS

INDENT No. BESCOM/2023-24/SE0083
(BESCOM/BCP-1479/2023-24)

1.0 DEFINITION OF TERMS:

The terms and the words used in these general conditions and the annexed specifications shall have the meaning as stated below:

i) **OWNER: BESCOM/ The General Manager (Ele.,) Procurement, Corporate Office, BESCOM, Bengaluru.**

ii) **CONTRACTOR/AGENCY**: Contractor/Agency means the Contractor/Agency whose tender has been accepted by the owner.

iii) **TENDERER:** Tenderer (Bidder) means the party who has Downloaded and submitted the Tender documents.

iv) **SPECIFICATIONS**: Specifications annexed to this general condition, schedules read with relevant data specified.

v) **MONTH**: Month means Calendar month.

vi) **INSPECTOR**: Inspector means the OWNER's representative, duly authorized or appointed in writing to act as inspector for the purpose of Contract.

vii) **CONTRACT PERIOD**: The contract period is the period for providing services as per the terms and conditions of bid document and Contract order. In case of extended contract period at the request of the Contractor/Agency, the owner at his discretionary may extend the currency period for providing services abiding by the terms and conditions of initial contract period without the benefit such as price variation, tax increase etc., if any.

2.0 PRICES:

2.1 The **Prices are FIRM price basis only throughout the period of** contract. Prices quoted by the Tenderer shall be fixed during the

Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected.

2.2 The Bidder shall furnish the lumpsum amount for providing services of 22 Nos. of Drivers for a period of two years as per the "Minimum Wages" fixed in the latest Govt. Notification on the e-procurement portal in the option of "item wise bid commercial offer" and also furnish the break up prices in "Edit Break up of price quoted" option. The breakup of prices should contain tax structure as applicable like CGST, SGCT/IGST, ESI, EPF and service charges on e-procurement portal.

3.0 It may be noted that incomplete and vague offers are liable to be rejected without any further reference.

4.0 Penalty, ESI, EPF, Insurance, Validity and Security Deposit are as enumerated in the Bid documents.

5.0 Bidder shall give clear acceptance to all our clauses of the enquiry failing which it will be presumed that they have agreed to all our terms of enquiry.

6.0 Any bid submitted in response to the tender shall conform absolutely to the tender specifications and other conditions. Any deviation whatsoever wherever mentioned will make the bid liable for rejection.

7.0 BESCOM reserves the right to disqualify the bid if the deviation mentioned by the Bidder is not acceptable to BESCOM.

8.0 **Quantity**: May be increased/decreased at the discretion of the purchaser while placing order adhering to the provisions of KTPP Act.

9.0 In case of unforeseen conditions the due date of opening of Bid is declared holiday, the Bid shall be opened on the next working day.

10.0 The BESCOM reserves the right to accept/reject any or all the Bid without assigning any reason whatsoever.

11.0 The Bidder shall quote prices in one slab. Prices quoted in more than one slab are not accepted.

12.0 The final acceptance of the Bid will rest with BESCOM, Bengaluru.

13.0 Whatever, may be the conditions of sales specified or indicated in the quotation, it is only the conditions indicated in the order and Bid notification that will be binding upon the BESCOM, and if the successful Bidder finds on receipt of the order his inability to accept any of the

terms/conditions, he shall raise the issue specifically and get the matter clarified.

14.0 In the interest of BESCOM services, the total requirements of drivers on contract basis to Transport Section, BESCOM Stores, Rajajinagar, West Circle, East Circle, BESCOM, Bangalore and CEE, BRAZ Office may vary. However such changes will be as per the provisions of KTPP Act.

Minimum Qualification and knowledge required for drivers:

1. The Driver should have passed 7th standard examination as minimum qualification.
2. A driver should have valid license for heavy/light vehicle from RTO authority with 3 yrs experience.
3. The driver shall be able to work 24 hours.
4. Shall be physically fit and Mentally sound.
5. Speaking in Kannada is a must.
6. Should be within the age group of 21 to 51 years

15.0 Services Required by the Client:

15.1 The Contractor shall be providing manpower services in Client's premises as per the details given herein, or any other location as required by the Client to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.

15.2 The Client shall pay the charges as agreed between the Client and the Contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of bidding process.

15.3 The Contractor shall provide manpower services in the Client's premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations.

16.0 Contractor's Obligations:

16.1 The Contractor shall provide manpower services at Client's premises as per Schedule of Work / Requirements which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.

16.2 The Contractor shall provide manpower services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Contractor only and the Client shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid for by the Contractor.

16.3 The Contractor shall submit to Client, the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities from time to time.

16.4 The Contractor shall produce to the client, the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.

16.5 The Client shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the any personnel with prior intimation to the Client, emergencies, exempted.

16.6 The Contractor shall cover its personnel for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.

16.7 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of Manpower Services in accordance with Schedule of Requirements.

16.8 The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same.

16.9 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.

16.10 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.

16.11 The Contractor shall provide minimum of two sets each of summer and winter uniform to its personnel at its own cost.

16.12 The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESI etc. Proof of the same should be submitted by the Contractor quarterly.

16.13 The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.

16.14 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.

16.15 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.

16.16 The Contractor shall not employ any person below the age of 18 years old. Manpower so engaged shall be trained for providing services.

17.0 Contractor's Personnel:

17.1 The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Client premises at the Client Site and in sufficient number to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof.

17.2 The Contractor shall submit its Organization Chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep informing the Client of any change in its organization or its personnel

17.3 The personnel engaged by the Contractor shall be dressed in neat and clean uniform (including proper name badges).

18.0 Contractor's Liability:

18.1 The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the manpower services to the Client.

18.2 The Contractor shall not be liable in any way whatsoever and the Client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:

18.3 Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;

18.4 Consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of manpower Services to the Client.

18.5 The Contractor shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and cost, and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

19.0 Clients Obligations:

19.1 Except as expressly otherwise provided, the Client shall, at its own expense, provide timely all the required equipment and facilities at the location(s) where the manpower Services are to be provided required to enable Contractor's employees to carry out the Services.

19.2 The Client shall comply with and fulfill the recommendations (if any), if deemed necessary by the Client, made in writing by the Contractor in connection with the performance of the Services. The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees or agents in connection with the Services as soon as possible after the Client becomes aware of them.

19.3 To enable the Contractor to provide the manpower services, the Client shall ensure that their staff is available to provide such assistance.

19.4 The Client shall not be under any obligation for providing empanelment to any of the personnel of the Contractor after the expiry of the contract. The Client does not recognize any employee, employer's relationship with any of the workers of the Contractor.

19.5 The Contract agency, which is providing driver services will be purely on contract basis and not entitled to claim any permanency benefits from BESCOM.

19.6 The Contractor shall ensure satisfactory working standards by his staff posted as driver and loss to BESCOM caused due to negligence in duties, undesirable act, misbehavior and carelessness of its employees shall be borne by the Agency itself. In case if the services are not up to the mark, such driver has to be replaced at the request of local officers by the Agency.

19.7 Agency shall take the responsibility of inspecting their employees on duty on regular basis by appointing one supervisor. Agency shall inspect from time to time and ensure satisfactory performance of the employees provided.

19.8 The Tenderer shall quote not lesser than as per prevailing "Minimum Wages Act 1948".

20.0 <u>Mode of Payment</u>:

1) The successful bidder/agency shall submit pre-receipted bill in triplicate with certification from the Officer in charge of the client for satisfactory completion of the work for payment of remuneration, of the drivers to the Central Stores, Rajajinagar, BESCOM and concerned Divisions of West Circle, East Circle before 7th of the succeeding month. 100% payment on monthly basis will be made in RTGS mode after effecting applicable recoveries before 15th of the succeeding month.
2) Before making payment to the agency, the head of the office of Central Stores, Rajajinagar, BESCOM and concerned Divisions of West Circle, East Circle should ensure that the Agency shall produce bank statement of Drivers, as proof for having paid the previous month salary and EPF to the individual employees of the said contract order.

3) The Agency should produce the salary slip by showing the authenticated EPF code, ESI code and corresponding EPF & ESI deductions to the individual employees of the said contract order.
4) The Agency shall arrange to pay EPF, ESI, and GST in respect of the persons deployed in BESCOM directly to the respective Government/Central Government Departments. In relation to PF/ESI and 12% of the employee's share and 13% of employers share and ESI at 3.25% be paid directly by Agency using their registered code. The concerned paid challans with applicable Certificates shall be furnished for verification to BESCOM along with the bills of succeeding month by Agency. Remittance of such amount is wholly the responsibility of the Agency
5) The payment shall be restricted to the no. of driver services availed during that particular month as certified by the head of the office of Central Stores, Rajajinagar, BESCOM and concerned Divisions of West Circle, East Circle.
6) Selected drivers' shall be issued a laminated I.D. affixing latest photograph with details of Name, EPF & ESI Account numbers, designation, Name of the Agency, date of appointment, any other details etc by the agency and should be strictly worn by driver during office hours.
7) All provisions related as per the Acts noted below shall be provided to the employees by the Agency only and Agency shall provide all related benefits under these following workmen's act related to Labour law.
    a. Minimum Wages Act, 1948.
    b. Payment of Wages Act, 1936.
    c. Contract Labour (Regulation and Abolition) Act, 1970.
    d. Employees PF and Miscellaneous Provision Act, 1952.
    e. Employees State Insurance Act, 1948.
    f. Workmen's Compensation Act
    g. Gratuity Act and related all Labourers Law and Rules pertaining to labourers.

Providing benefits as per above Laws to its employees is the responsibility of the contract Agency itself.

8) For the successful Tenderer the rate quoted by the firm is only applicable and shall be not entitled for any other charges.

21.0 Agreement:- The successful Tenderer shall furnish an agreement on Rs.200/- stamp paper in the prescribed format within 15 days from the date of LOI. The Successful Tenderer shall also furnish the details of Employees name, EPF/ESI Account Number if available within fifteen days from the date of issuing of contract order. If ESI,EPF of agency's employees Account number is not available, the same shall be submitted to billing section within 45 days from the date of contract order, failing which the award will be cancelled and the bidder is liable to be blacklisted apart from forfeiting EMD.

The Successful bidder shall submit the monthly bill in duplicate with authenticate seal and signature for payment.

In the event of an order the successful bidder shall furnish the following original documents/enclosures in duplicate for payment. Otherwise the bills are liable to be rejected.

a. Monthly Attendance Register
b. Attested copy of challan consisting details of EPF/ESI and Service Tax paid during previous month to the respective Govt. /Central authorities along with the Employees details.
c. Copy of EPF paid in the formats such as 5A, 10, 12A and ESI paid in format 7.
d. Copy of format 3A and 6A (For annual EPF paid) and format 6 (For Half yearly ESI paid).
e. Copy of Service Tax paid in the format ST-3 and TR-6.
f. Each year during the month of December, Rs 3/-from each driver has to be deducted towards labour welfare fund and a contribution of Rs.6/- (each) from the contract agency side has to be paid to Welfare Commissioner Karnataka Labour Welfare Board, Mysugar building Annex, 2nd Floor, J.C Road, Bangalore-2 .The payment details pertaining to this has to be furnished in the next subsequent monthly bill.

22.0 The successful Tenderer, shall provide uniform, cleaning allowance, badges etc to its employees.

23.0 The driver engaged by the firm will be the Employees of Contract Agency and at any cost they will not be considered as employees of BESCOM.

24.0 In case of any accidents, injuries etc to the engaged driver of the agency, compensation shall be payable to the next kith and Kin by the contract agency only and BESCOM is not responsible in any way.

25.0 The Contractor will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the Contract Labour (Regulation & Abolition) Act 1970 and also under the order issued by the Government of Karnataka there under, and for its non-compliance, the Contractor shall be responsible for penalties levied by the appropriate authority under the Act. The Contractor shall also be liable to comply with all other Labour and Industrial Laws and such other Acts and Statutes (including Factories Act, Payment of Bonus Act, etc.,). Depositing of PF contribution as may be applicable is the responsibility of the Contractor at his own expenses and shall not be reimbursed by the BESCOM. Any default in compliance, the Contractor shall be held responsible.

26.0 The BESCOM shall not be liable to pay any allowance, salary or any other amount under any law in force for the staff engaged by the Contractor. The BESCOM shall also be not liable for breach of any Labour Laws or any other Laws for the time being in force. The Contractor shall not be entitled to any other allowances or benefits which are not included in the contract.

27.0 Incase the Tenderer, subcontract the tender to other contract agency, such Tenderer will be rejected by giving 7 days notice. Any loss on account of such acts to BESCOM shall be borne entirely by the agency itself.

28.0 This contract is for a period of 2 years. Incase of any unsatisfactory situations BESCOM has the right to cancel the order without giving any notice. Contract Agency and its employees has no right to disclose any Technical secrecy, Commercial secrecy and Social secrecy of BESCOM to others.

29.0 The service contract becomes effective from the date of the Contract order issued, which shall be valid for a period of three years. BESCOM

shall have right to terminate this contract without any notice or reason, if the service is not satisfactory or any malpractice is noticed.

30.0 The Tenderer shall agree to BESCOM regulations and shall arrange to effectively carry out the social and other responsibilities. Staff of service provider shall not misbehave with Consumer or BESCOM permanent employees or officers nor shall cause any loss to BESCOM property. For any such lapses the Tenderer is solely held responsible.

31.0 The General Manager (Ele), Procurement, BESCOM, has full rights to accept or reject the offers.

32.0 **Dispute:** In the event of any dispute or difference arising under this contract agreement or that which may arise in future will be solved by taking recourse to mutual settlement failing which this shall refer the same to the Hon'ble Managing Director, Corporate Office, BESCOM, K.R.Circle, Bangalore-1 whose decision shall be final and binding on both the parties to this contract. Further any unsettled dispute will be subject to appropriate courts in Bangalore jurisdiction and In case of any dispute between the Contractor and the engaged driver, BESCOM will not be a party and this has to be settled by the contractor himself at his own cost.

33.0 The driver engaged by the firm will be the Employees of Contract Agency and at any cost they will not be considered as employees of BESCOM.

34.0 Any default in compliance, the Contractor shall be held responsible.

35.0 The bidder's quote shall not be lesser than the rates as per prevailing "Minimum Wages Act 1948"

36.0 The bidder shall quote the wages and service charges separately.

37.0 **Penalty**:

37.1 The Contractor shall disburse salary to its deployed manpower inclusive of DA, if any, latest by 7th of every month, failing which penalty of Rs.500/- per day will be imposed upto 15th of the month and the contract shall liable to be terminated. Security Deposit / Performance Bank Guarantee shall be forfeited and Bank guarantee will be encashed. The Client will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor.

37.2 In case the Contractor fails to fulfill the minimum statutory requirements (ESI/EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the Client, in addition to forfeiting of the monthly bills and Performance Security Deposit.

37.3 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the Client shall make deductions at double the rate of hiring rate on prorata basis from the bills preferred by the Vendor or that may become due to the Vendor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Client.

38.0 **Validity:** The validity of the offer shall not be less than 180 days from the date of Bid opening. This shall be clearly stated in the Bid.

39.0 In case of unforeseen conditions the due date of opening of Bid is declared holiday, the Bid shall be opened on the next working day.

40.0 The Company reserves the right to accept/reject any or all the Bid without assigning any reason whatsoever.

41.0 The rates quoted should be both in words and in figures and should be the same. There should not be any erasure or over writing in the quotations.

42.0 Any discount/rebate offered on whatever account shall be indicated for the specific purpose/quantities for which the same is intended otherwise the discount/rebate offered will not be considered while comparing quoted prices.

43.0 Whatever, may be the conditions of sales specified or indicated in the quotation, it is only the conditions indicated in the order and Bid notification that will be binding upon the BESCOM, and if the successful Bidder finds on receipt of the order his inability to accept any of the terms/conditions, he shall raise the issue specifically and get the matter clarified.

44.0 **GST** Bangalore Electricity Supply Company Ltd. is registered under GST.

45.0 **PERFORMANCE SECURITY DEPOSIT**:

The Security deposit amount to an extent of **5% value of the order** shall be submitted within 15 days from the date of LOI or shall be submitted along with the acknowledgement for having received the LOI.

The mode of payment of Security Deposit as noted below:

The performance Security shall be payable in the form of e-Bank Guarantee. The Bank Guarantee shall be valid upto 90 days after the expiry of Guarantee Period of last consignment.

In case of furnishing e-Bank Guarantee, the same must be sent to us directly by the Banker. In the event of the supplier failing to deposit such security within the prescribed date, BESCOM shall have full discretion to cancel the LOI and the Bidder will be suspended/ barred for participating in the future tenders called by BESCOM and blacklisted for a period of one year from the date of default.

46.0

The Security Deposit will be discharged without any interest at the end of successful completion of Guarantee period.

The Bank Guarantee sent for verification, if found fake, the Purchase order will be cancelled apart from initiating action for black listing.

46.0 TERMINATION FOR CONVENIENCE:

BESCOM may, by written notice sent to the contractor, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify the termination is for BESCOM's convenience, the extent to which providing manpower services under the contract is terminated and the date upon which such termination is effective.

The contractor upon receipt of such notice shall discontinue for providing manpower services on the date and to the extent specified in the notice, make all reasonable efforts to stop all further manpower services terminated.

47.0 TERMINATION OF CONTRACT:

BESCOM may without prejudice to any other remedy for breach of Contract by 14 days written notice of default sent to the Service Provider , terminate the Contract in whole or in part.

a) If the Service Provider fails to deliver any or all of the goods/ items /services within the time period(s) specified in the Contract or any extension thereof granted by BESCOM.

If the Supplier fails to perform any other obligation(s) under the Contract.

48.0 Settlement of disputes:

The Purchaser and the agency/contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the agency/contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

Arbitration proceedings shall be conducted in accordance with the rules of procedure specified.

Notwithstanding any reference to arbitration herein,

(a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) The Purchaser shall pay the Agency/Contractor any monies due the Supplier.

General Manager,(Ele.)
Procurement, BESCOM